

**IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION**

RABIAN SHACKLEFORD,)	
)	
Plaintiff,)	
)	
v.)	No. 2:24-cv-02421-SHL-atc
)	
RBT TRANSPORTATION, K.T.G. USA)	
INC., and ROBERT L. RUTH, JR.,)	
)	
Defendants.)	

**ORDER ACCEPTING PLAINTIFF'S NOTICE OF ACCEPTANCE OF OFFER OF
JUDGMENT**

Before the Court is Plaintiff Rabian Shackelford's Notice of Acceptance of Offer for Judgment, filed December 11, 2024. (ECF No. 34.) On June 19, 2024, Plaintiff brought an individual action under the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq. (FLSA), against Defendants RBT Transportation, K.T.G. USA, Inc., and Robert L. Ruth, Jr., for unpaid wages, overtime compensation, and related penalties and damages. (ECF No. 1.)¹ Defendants RBT Transportation and Robert L. Ruth, Jr. submitted an Offer of Judgment as to Plaintiff's FLSA claim. (ECF No. 34-1.)² Defendants RBT Transportation and Robert L. Ruth, Jr. offered \$20,387.36, which they assert includes alleged unpaid overtime and liquidated damages pursuant to FLSA. (Id. at PageID 119.) Plaintiff now accepts Defendants RBT Transportation and Robert L. Ruth, Jr.'s offer, and seeks entry of an order granting it. (ECF No. 34 at PageID 116.) The Court held a hearing on the matter on December 18, 2024. (ECF No. 41.)

¹ Plaintiff also brought an individual action under the Tennessee Public Protection Act, Tenn. Code Ann. § 50-1-304. (See ECF No. 1 at PageID 6–7.) However, this claim is not the subject of Plaintiff's Notice. (See ECF No. 34 at PageID 116.)

² Plaintiff's FLSA claim against Defendant K.T.G. USA, Inc. was not included.

Under Federal Rule of Civil Procedure 68(a), “a party defending against a claim may serve on an opposing party an offer to allow judgment on specified terms, with the costs then accrued.” If the opposing party accepts the offer by serving written notice within fourteen days, either party can file the offer and the notice of acceptance. Fed. R. Civ. P. 68(a). Here, Defendants RBT Transportation and Robert L. Ruth, Jr. served the Offer of Judgment on November 26, 2024. (ECF No. 34-1 at PageID 121.) Plaintiff filed his acceptance on December 11, 2024. (ECF No. 34 at PageID 116, 118).

Because FLSA settlements often require approval of the court, and offers of judgment are to be accepted by the court without analysis, a conflict exists between these provisions. This Court is persuaded that the conflict may be avoided by first assessing “whether the employee purports to compromise an FLSA right.” Dees v. Hydradry, Inc., 706 F. Supp. 2d 1227, 1247 (M.D. Fla. 2010); see also Walker v. Vital Recovery Servs., Inc., 300 F.R.D. 599, 603 (N.D. Ga. 2014) (finding that “defendants’ contention that the Offers of Judgment provide full relief does not exempt the offers from the Court’s review to determine whether Plaintiff’s FLSA rights have been abridged through compromise”). “If judicial scrutiny confirms that the parties’ settlement involves no compromise, the district court should approve the settlement and dismiss the case (if the employer has paid) or enter judgment for the employee (if the employer has not paid).” Dees, 706 F. Supp. 2d at 1247. During the December 18th hearing, Plaintiff and his counsel made clear that the offer does not compromise Plaintiff’s rights under FLSA. Rather, it is in full payment of the claimed unpaid wages and liquidated damages. In addition, the Parties clarified that the Offer of Judgment does not include an amount for attorney’s fees and expenses, but rather reflects Defendant’s agreement to pay, and that a separate request for those items would follow.

Because Plaintiff has not compromised a FLSA right, Plaintiffs Notice of Acceptance of Offer for Judgment is **ACCEPTED** and Plaintiff's FLSA claims against Defendants RBT Transportation and Robert L. Ruth, Jr. are hereby **DISMISSED WITH PREJUDICE**. Plaintiff must file a separate request for associated attorney's fees and other expenses for consideration. Plaintiff's FLSA claim against Defendant K.T.G. USA, Inc and the Tennessee Public Protection Act claims against all Defendants remain.

IT IS SO ORDERED, this 20th of December, 2024.

s/ Sheryl H. Lipman
SHERYL H. LIPMAN
CHIEF UNITED STATES DISTRICT JUDGE